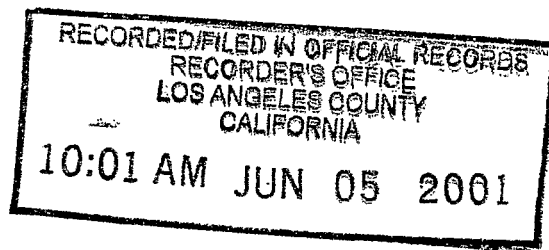




LEAD SHEET

01 0969700



SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

D.T.T.

FEE \$ 822 JJ 26

DEPARTMENT OF TOXIC SUBSTANCES CONTROL
SOUTHERN CALIFORNIA REGION

CODE
20

D.A. FEE Code 20

\$ 2.00

CODE
19

CODE
9

AUG 20 2001
RECEIVED

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

2
01 0969700

RECORDING REQUESTED BY:

Ely Keenberg
1700 Perrino Place
Los Angeles, California 90023

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201-2205
Attention: José Kou, P.E., Chief
Southern California Permitting Branch

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: County of Los Angeles, Assessor's Parcel Number 5169-016-015 (Lot A)
and 5169-016-014 (Lot B), EKCO Metals.)

This covenant and Agreement ("Covenant") is made by and between Ely Keenberg, Trustee of the Ely Keenberg Revocable Trust dated August 28, 1989 (the "Covenantor"), the current owner of certain property situated in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A" (legal description of Lots A & B), attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). The Property is the site of a former scrap metal and lead reclaiming facility known as EKCO Metals. Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code (H&SC) section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment. The portion of the Property containing lead contaminated soil, totaling approximately 9000 sq. ft. is more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by this reference.

ARTICLE I
STATEMENT OF FACTS

1. 01 This Property which is located in the City of Los Angeles, California is more specifically described as Los Angeles County Assessors Parcel No. 5169-016-014 and 5169-016-015. The Property is located in a heavily industrialized area approximately 600 feet east of the Los Angeles River (Figure 1, Exhibit C, incorporated by reference). It is bounded by Southern California Edison utility easement to the north, Soto Street to the east, Perrino Place to the west, and EKCO's maintenance yard and Mike's Restaurant parking lot to the south. Battery recycling was formerly conducted on two adjacent contiguous parcels located at 2777 East Washington Blvd., and 1711 South Soto Street as shown on Figure 2, Exhibit C. The approximate configuration of the site features during the period when battery recycling occurred is indicated on Figure 3, Exhibit C. Battery recycling operations occurred between 1980 and 1984 and they ceased in June 1984. The facility operated under an Interim Status Document (ISD) from 1983 to 1986. The ISD was issued on August 30, 1983 by California Department of Health Services (DHS), predecessor to the Department. The soil at this property was contaminated with lead and beryllium as a result of the battery recycling operations. The lead and beryllium contaminated soil at the property was excavated in 1995 for remediation purposes and was stockpiled at the site.

1.02 Due to economic considerations it was determined to perform a risk based closure by filling up the excavation with the stockpiled lead contaminated soil. To accomplish this a detailed investigation and risk analysis was performed. The investigation included a search for volatile organic compounds (VOCs) and semi-VOCs and metals listed in Title 22, California Code of Regulations. Based on the findings of this investigation a detailed document called " Risk Based Site Closure Evaluation Report " dated June 26, 1998 was prepared by the consultant Geomatrix Consultant Inc., and approved by the Department. The results are described below.

1.03 The facility was closed according to the procedure specified in the June 26, 1998 report under the Department's oversight. The soil gas survey data, field photo ionization detector screening data, and laboratory results for soil samples collected during this investigation revealed non-detect to low concentrations of VOCs in the stockpiled and native soils at the site. Supplemental soil gas samples, collected beneath areas where low concentrations were detected during the initial sampling event, did not detect VOCs. In addition, the trichloroethene (TCE) and tetrachloroethene (PCE) concentrations from the soil gas sampling were used to evaluate ambient air concentrations for these constituents and were found to be less than their respective Preliminary Remediation Goals (PRGs) established by U.S. EPA for ambient air. Based on these results, VOCs do not appear to be a concern in the stockpiled and native soils sampled during this investigation.

1.04 Semi-VOCs were not detected in the soil samples submitted for semi-VOC analysis from the soil stockpiles or native soils.

1.05 The pH concentrations of stockpile, sidewall confirmation, and soil boring samples collected during the additional assessment activities were within the soil cleanup guidelines of 2 to 12 previously established for the site.

1.06 Analysis of soil samples collected from soil borings located on the adjacent property suggest that the lead-impacted soils do not extend off-site to Mike's Restaurant property.

1.07 The results of the total lead analysis of soil samples collected from the soil borings indicated that the lead-affected soil does not extend below a depth of approximately 10 feet below ground surface (bgs.), the depth of the previous excavation at the site. Based on the low mobility of lead in soil and the depth to groundwater (estimated to be greater than 50 feet bgs.), the potential for lead to affect groundwater is considered low.

1.08 The risk-based screening evaluation indicated that for an industrial setting, total lead concentrations up to 4260 milligram per kilogram (mg/kg) do not pose an unacceptable risk to human health. However, a lower cleanup goal of 1000 mg/kg for total lead was established for this site in order to be protective of human health and safety and the environment at this site. Soil from hot spots on the side walls of the excavation containing total lead above this cleanup goal was excavated and properly disposed of at a designated landfill.

1.09 Because the total lead concentrations in the stockpiled soils were less than the cleanup goal of 1000 mg/kg, the stockpiled soils were used to backfill the existing remedial excavation. To facilitate continued and future use of the property, the soils were compacted to greater than 90 percent relative compaction.

ARTICLE II **DEFINITIONS**

2.01 Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03 Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01 Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to H&SC sections 25202.5, and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property, © shall apply to and bind the respective successors in interest to the Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding Upon Owners/Occupants. Pursuant to H&SC, section 25202.5 (b), this Covenant shall be binding upon all of the owners of the land, their heirs, successors, and assignees, and the agents, employees and lessees of the owners, heirs, successors and assignees. Pursuant to Civil Code section 1471 (b), all successive owners of the Property are expressly bound hereby for the benefit of the Covenantee (s) herein. "Owner" shall include "Covenantor".

3.03 Written Notice of Hazardous Substances Release. The Owner shall, prior to the sale, lease, or rental of the Property, give a written notice that a release of hazardous substances has come to be located on or beneath the Property pursuant to H&SC, section 25359.7. The owner shall give a copy of this Covenant to prospective Purchaser (s) or Lessee (s).

3.04 Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or specific provision of this Covenant.

ARTICLE IV RESTRICTIONS

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.

- (d) A day care center for children.

4.02 Soil Management

(a) No activities which will disturb the soil such as, excavation, grading, removal, trenching, filling, earth movement, or mining shall be permitted on the Property without a Soil Management Plan and a Health and Safety plan submitted to the Department for review and approval.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

(c) The Owner will provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property.

4.03 Prohibited Activities

(a) No raising of cattle, food crops or vegetables on the Property.

(b) No drilling for drinking water, oil, or gas shall be permitted on the Property without prior written approval by the Department.

(c) No groundwater shall be extracted on the Property for purposes other than site remediation or construction dewatering.

4.04 Access for Department. Covenantor agrees that the Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health and safety.

ARTICLE V
ENFORCEMENT

5.01 Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvement ("Improvement" herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions). Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01 Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25202.6.

6.02 Termination. Any Owner, and/or, with the Owner's written consent, any Occupant of the Property, or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25202.6.

6.03 Term. Unless ended in accordance with the Termination Paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Department References. All references to the Department include successor agency/successor department or other successor entities.

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04 Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Property Owner:	Ely Keenberg Trustee of the Ely Keenberg Revocable Trust dated August 28, 1989 1700 Perrino Place Los Angeles, California 90023
--------------------	---------------------------------------------------------------------------------------------------------------------------------------------

01-0969700

To Department:

José Kou, P.E., Chief
Southern California Permitting Branch
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, California 91201-2205

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05 Partial Invalidity. If any portion of the Restriction or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

IN WITNESS WHEREOF, the Parties execute this Covenant.

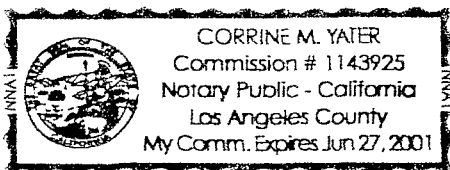
"Covenantor"

Date: 6-1-01

By: Ely Keenberg

Ely Keenberg

Trustee of the Ely Keenberg Revocable Trust
dated August 28, 1989



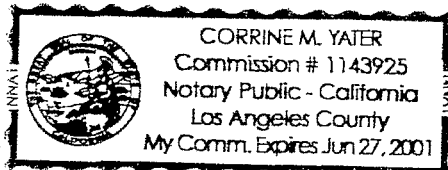
"Department"

Date: 6/1/01

By: José Kou

José Kou, P. E., Chief

Southern California Permitting Branch
Department of Toxic Substances Control



State of California
County of Los Angeles

01-0969700

On this 1st day of June, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ely Keenberg, Trustee of the Ely Keenberg Revocable Trust dated August 28, 1989, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, that he is the owner of the Property at 1700 Perrino Place, Los Angeles, California, which is the Property described in the above instrument, and that by his signature of the instrument he, or the entity upon behalf of which he acted, executed the instrument.

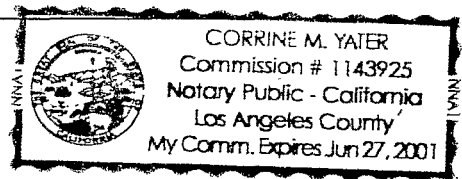
Witness my hand and official seal.

Notary Public

Corrine M. Yater

My Commission Expires:

6-27-2001



State of California
County of Los Angeles

On this 1st day of June, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared José Kou, P.E., Chief, Southern California Permitting Branch, Department of Toxic Substances Control, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instruments the person, or entity upon behalf of which the person acted, executed the instrument.

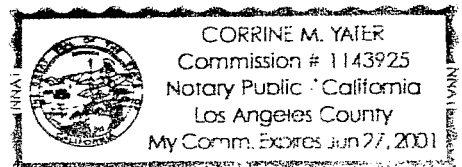
Witness my hand and official seal.

Notary Public

Corrine M. Yater

My Commission Expires:

6-27-01



10
01-0969700

EXHIBIT A

EXHIBIT "A"

PARCEL 1:

Parcel A, as shown on Parcel Map L.A. No. 1889, filed in Book 30, Page 51 of Parcel Maps, in the office of the County Recorder of said County.

PARCEL 2:

That portion of Lot B of Tract No. 9322, as per map recorded in Book 126, Pages 29 and 30 of Maps, in the office of the County Recorder of said County, and that portion of the Rancho San Antonio, in said City of Los Angeles, County of Los Angeles, State of California, described as a whole as follows:

Beginning at the intersection of the Westerly line of Soto Street, as conveyed to the City of Los Angeles, by deed recorded on February 19, 1914, as Instrument No. 158, in Book 5758, Page 8 of Deeds, in the office of the County Recorder with the Westerly prolongation of the Southerly line of Lot 9 of Tract No. 8626, as per map recorded in Book 121 Pages 96 to 100 of said Maps; thence Westerly along said prolongation and along the South line of the land described in deed to the City of Los Angeles, recorded in Book 9376, Page 344, Official Records, in said office of the County Recorder; North 89° 40' 05" West 110.07 feet to the Northerly prolongation of the Westerly line of the Easterly 110.00 feet of said Lot B, said point being the true point of beginning; thence North 89° 40' 05" West 183.32 feet; thence South 01° 16' 50" West 155.36 feet to the Northerly line of Washington Boulevard, as described in the Deed to the City of Los Angeles, recorded on April 25, 1930, as Instrument No. 862, in Book 9864, Page 251, Official Records of said County; thence South 87° 40' 25" East 191.79 feet, along said last mentioned Northerly line, to the Westerly line of the Easterly 110.00 feet of said Lot B; thence North 01° 42' 30" West along said Westerly line and its Northerly prolongation, a distance of 162.10 feet to the true point of beginning.

EXCEPT that portion lying Westerly of the following described lines:

Beginning at the Southwesterly corner of the above described land; thence along said Northerly line of Washington Boulevard, South 87° 40' 25" East 79.65 feet to the point of CUSP of a tangent curve concave Northeasterly having a radius of 20 feet and being also tangent to a line parallel with and distant Easterly 60 feet (measured at right angles) from that course hereinabove described as "South 1° 16' 50" West 155.36 feet" said point being the true point of beginning; thence Northwesterly along said curve, an arc distance of 31.05 feet to said parallel line; thence along said parallel line North 1° 16' 50" East 137.81 feet to the Northerly line of said land.

Assessor's Parcel Number: 5169-016-014

96 69961

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO
Anglea & Bannon, APC (BE)
199 So. Los Robles, Ste 711
Pasadena, CA 91101-2460

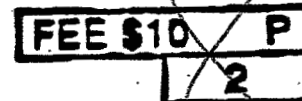
MAIL TAX STATEMENTS TO
Ely Keenberg, Trustee
1700 Perrino Place
Los Angeles, CA 90023

01-0969700



A.P.N. S169-016-014

SURVEY MONUMENT FEE \$10 CODE 9
INDIVIDUAL GRANT DEED



The undersigned grantor declares that
documentary transfer tax is -0-. See note below.

Ely Keenberg, a married man who acquired title as an unmarried man,
HEREBY GRANTS TO

Ely Keenberg, Trustee of the Ely Keenberg Revocable Trust dated
August 28, 1989

the following described real property situated in the City of Los
Angeles, County of Los Angeles, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
THIS REFERENCE

Commonly known as 2777 East Washington Boulevard, Los Angeles, CA.

NOTE: This transfer is made to the transferor's revocable inter
vivos trust.

- a. Exempt from documentary transfer tax. R&T 11911
- b. Excluded from reappraisal. R&T 52(d)

Dated: 1-8-96

Ely Keenberg
Ely Keenberg

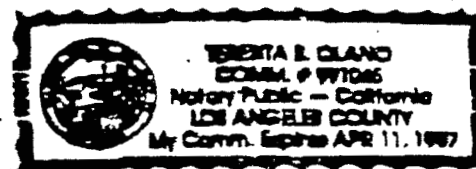
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On January 8, 1996, before me, the undersigned, a Notary
Public in and for said State, personally appeared Ely Keenberg,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s), or the entity(ies) upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public, State of California

01-0969700



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO
Anglea & Bannon, APC
Attn: Beverlee Eckhart
199 So. Los Robles, Ste 711
Pasadena, CA 91101-2460

MAIL TAX STATEMENTS TO
Ely Keenberg, Trustee
P.O. Box 23188
Los Angeles, CA 90023-0188

A.P.N. 5169-016-015

SURVEY MONUMENT FEE \$10. CODE 9
INDIVIDUAL GRANT DEED

The undersigned grantor declares that
documentary transfer tax is -0-. See note below.

FEE \$10 P
2

Ely Keenberg, a married man who acquired title as an unmarried man,
HEREBY GRANTS TO

Ely Keenberg, Trustee of the Ely Keenberg Revocable Trust dated
August 28, 1989

the following described real property situated in the City of Los
Angeles, County of Los Angeles, State of California:

Parcel "A" in the City of Los Angeles, County of Los
Angeles, State of California, as shown on Parcel Map L.A.
No. 1889, as per map recorded in Book 30 Page 51 of
Parcel Maps, in the office of the County Recorder of said
county.

Commonly known as 1711 So. Soto Street, Los Angeles, CA 90023

NOTE: This transfer is made to the transferor's revocable inter
vivos trust.

- a. Exempt from documentary transfer tax. R&T 11911
- b. Excluded from reappraisal. R&T 62(d)

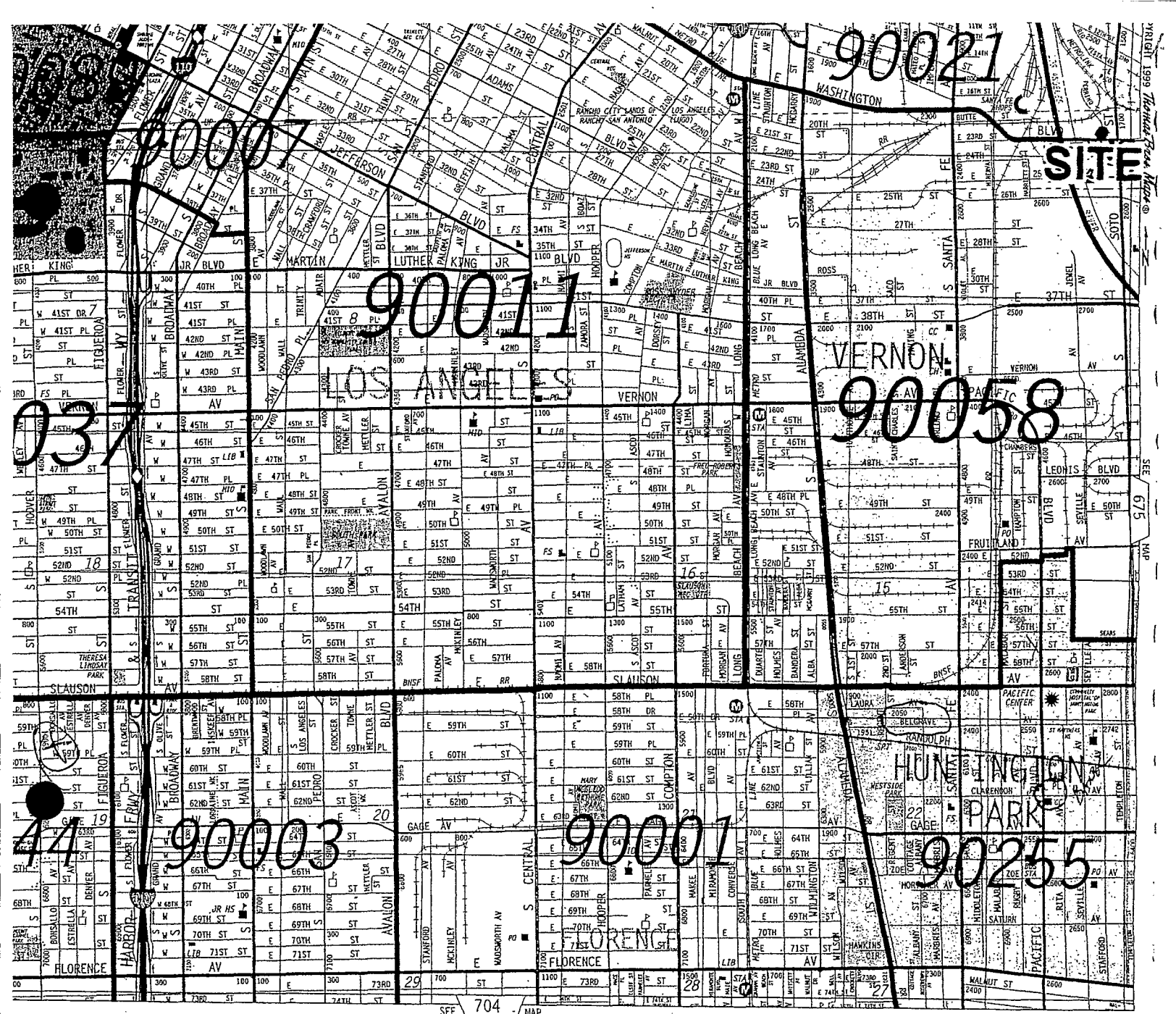
Dated: 1-8-96

Ely Keenberg
Ely Keenberg

01-0969700

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

8:04 AM JAN 12 1996



0 800 1200 2400 3600 4800 6000
 APPROXIMATE SCALE: 1 : 3000

0 .125 .25 .5 1
 APPROXIMATE SCALE IN MILES

01-0969700

SOURCE: THE THOMAS GUIDE, LOS ANGELES, CA

REPRODUCED WITH PERMISSION GRANTED BY THOMAS BROS. MAPS. THIS MAP IS COPYRIGHTED (c) 1995 BY THOMAS BROS. MAPS. IT IS UNLAWFUL TO COPY OR REPRODUCE ALL OR ANY PART THEREOF, WHETHER FOR PERSONAL USE OR RESALE, WITHOUT PERMISSION.



SITE LOCATION MAP
 EKCO METALS
 LOS ANGELES, CA

Project No.
S2735
 Figure
1

08/19/96



08/2000 08:58 3104469650

STANDARD GENERAL

PAGE 82

00-1270396

Recorded at the request of and mail to:

ELY KEENBERG

(Name) EKCO METALS

(Address) 1700 PERRINO PLACE
LOS ANGELES CA 90023

SPACE ABOVE THIS LINE FOR RECORDER'S USE

01-0969700

**COVENANT AND AGREEMENT
TO HOLD PROPERTY AS ONE PARCEL**

The undersigned hereby certify that we are the owners of real property located in the City of Los Angeles, State of California that is legally described
(as follows) (on the attached exhibit(s))

LOT A AND LOT B OF
P.M. 1889, P.M. BOOK 30 P 51

as recorded in Book PM 30 Page 51 Records of Los Angeles County.

This property is located at and is known by the following ADDRESS:
2777 E. WASHINGTON BLVD

We hereby agree and covenant with the City of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of creating a single building site (and) as regulated by Section 12.03 (and) of the Los Angeles Municipal Code.

This covenant and agreement shall run with all of the above described land and shall be binding upon ourselves, and future owners, successors, heirs or assigns and shall continue in effect until released by the authority of the Superintendent of Building of the City of Los Angeles upon substantial of request, applicable fees and evidence that this Covenant and agreement is no longer required by law.

FOR CARTOGRAPHER'S USE ONLY

Owner's Name:

KEENBERG, ELY (TR) THE ELY KEENBERG
REVOLVABLE TRUST DTD

(Please type or print)

Signature of owner

Two Officers' Signatures
Required for Corporations

Name of Corporation

Dated this

9

day of

AUGUST

2000

SIGNATURES MUST BE NOTARIZED

(STATE OF CALIFORNIA, COUNTY OF

LOS ANGELES

On 8-4-2000

before me

CORRINE M. YATER

personally appeared

known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.



CORRINE M. YATER
Commission # 1143925
Notary Public - California
Los Angeles County
My Comm. Expires Jun 27, 2001

WITNESS my hand and official seal

Signature

FOR DEPARTMENT USE ONLY:

District Map

Branch Of

AFFIDAVIT NUMBER

DATE

Entered on Map by

AUG-15-2000 09:02

RECEIVED BY Dept. of Building & Safety prior to recording

3104469650

99%

P.04

01-0969700

EXHIBIT B

19

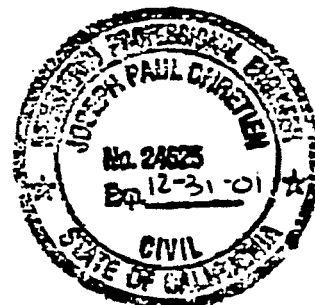
LEGAL DESCRIPTION PREPARED FOR EKCO METALS
OF A 9000 SF AREA

THAT PORTION OF LOT A AND LOT B OF PARCEL MAP 1889, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 30 PAGE 51 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SOTO STREET, AS CONVEYED TO THE CITY OF LOS ANGELES, BY DEED RECORDED ON FEBRUARY 19, 1914, AS INSTRUMENT NO. 158, IN BOOK 5758 PAGE 8 OF DEEDS, IN THE OFFICE OF SAID RECORDER, WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 8 OF TRACT NO. 8626. AS PER MAP RECORDED IN BOOK 121 PAGES 96 TO 100 OF MAPS IN THE OFFICE OF SAID RECORDER; THENCE WESTERLY ALONG SAID PROLONGATION, S 89° 40' 05" W 23.83 FEET TO THE NORTHEAST CORNER OF LOT A OF SAID PARCEL MAP 1889, SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE, WESTERLY ALONG THE PROLONGATION OF THE SAID SOUTH LINE, THE SAID PROLONGATION BEING COINCIDENTAL WITH THE NORTH LINE OF SAID LOT A AND LOT B, N 89° 40' 05" W 168.12 FEET; THENCE S 01° 18' 33" W 52.23 FEET, THENCE S 89° 13' 28" E 171.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT A, THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT A, N 02° 42' 12" W 53.63 FEET, TO THE TRUE POINT OF BEGINNING.

01-0969700



J. Chretien

Date 12-28-00
wo: EKM-0002
EKCO_LD.wpd

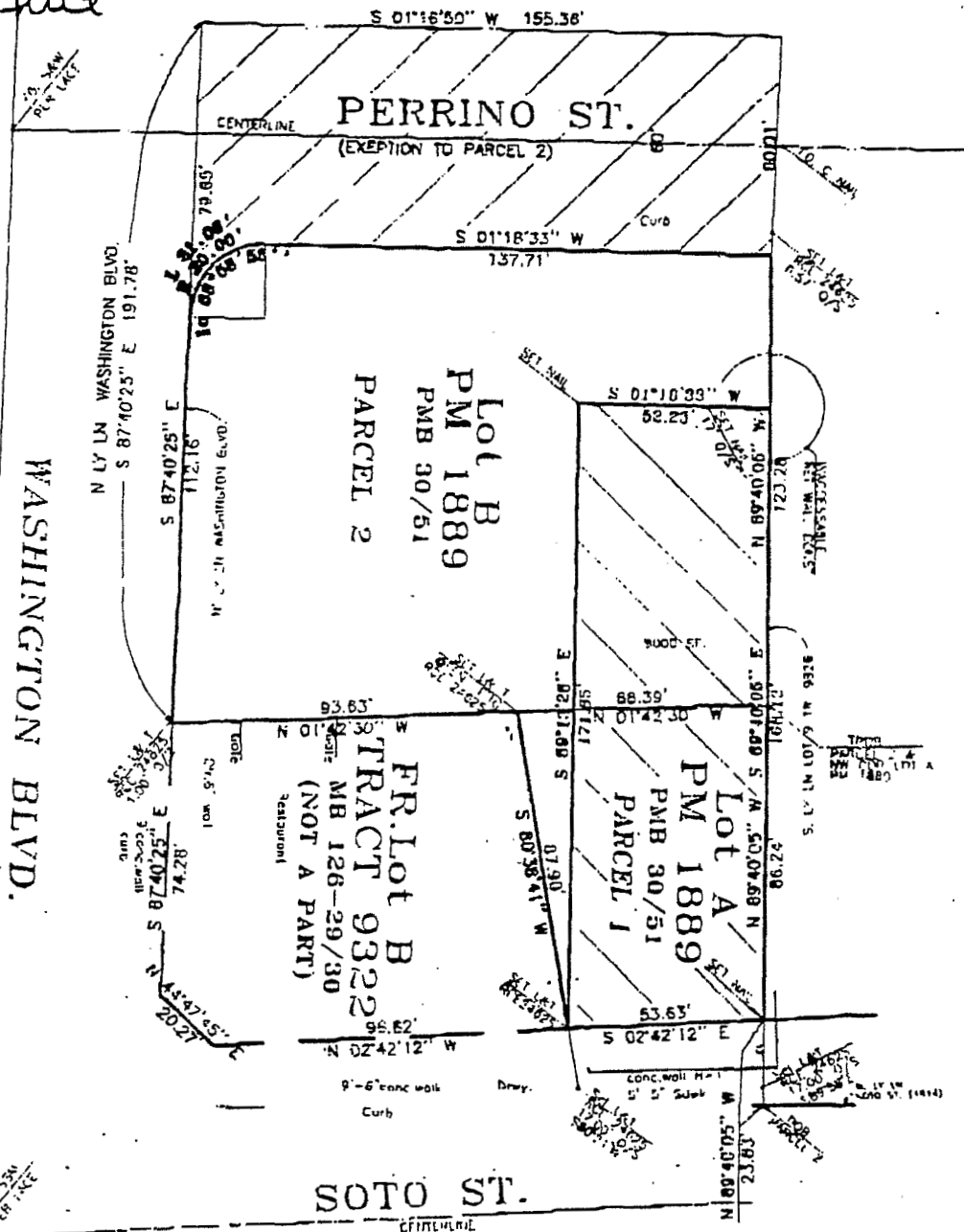
SITE ENGINEERING & SURVEYING

1017 S. LA BREA AVENUE, SUITE D, LOS ANGELES, CALIFORNIA 90019, (323) 938-1341



SURVEY FOR ELY KEENBERG

SCALE 1" = 40'



01-0968700

REV. 12-5-00
REPLACE PAINT
MK. WY. NAILS
SET IN LEAD PLUG
2/28/00 - ROTATE BRG'S
IE' IN DEED DESC.

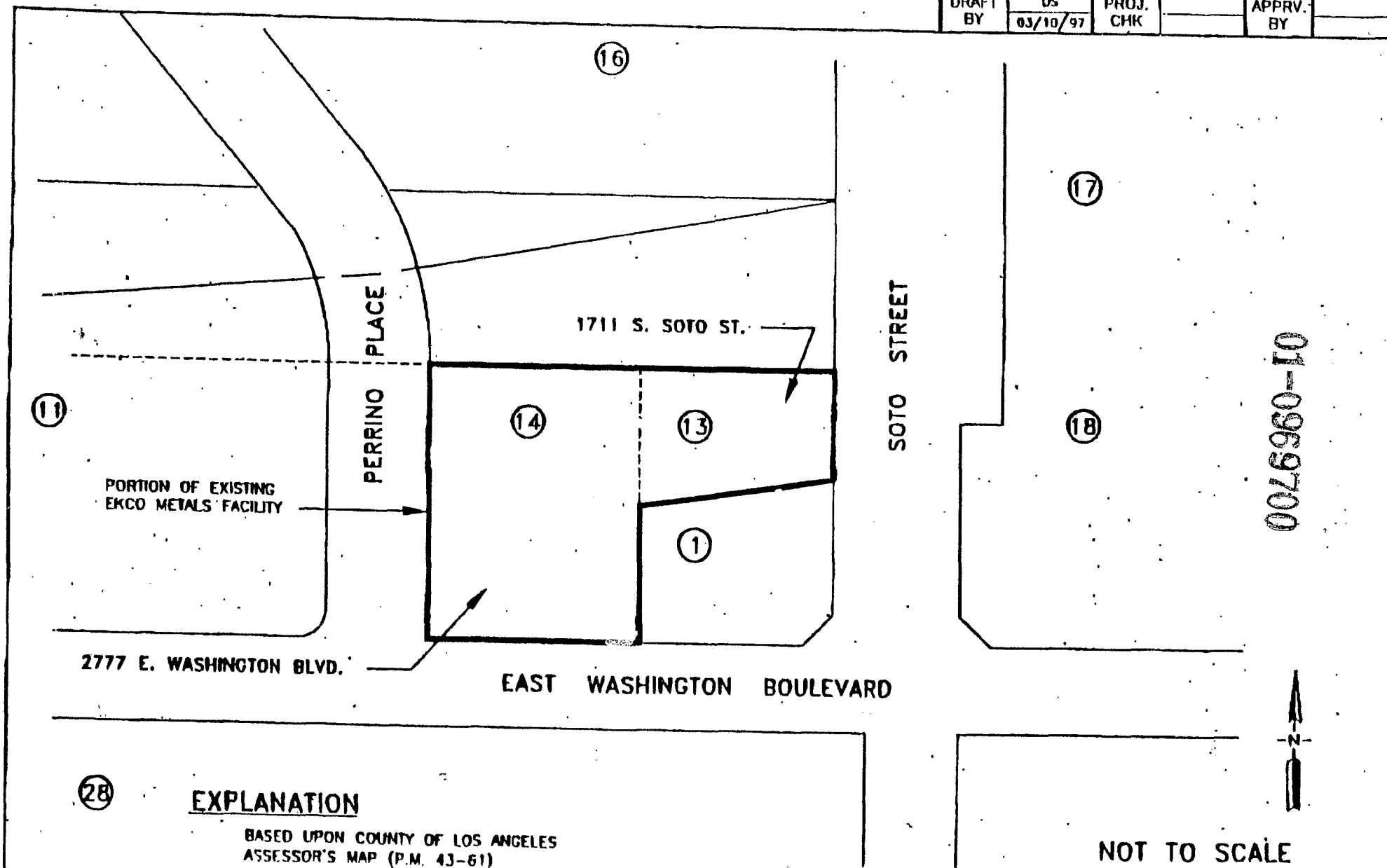
W/O - EKM0002-3
DATE: 11-28-2000

20

01-0968700

EXHIBIT C

DRAFT BY	DS 03/10/97	PROJ. CHK	APPRV. BY
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28

EXPLANATION

BASED UPON COUNTY OF LOS ANGELES
ASSESSOR'S MAP (P.M. 43-61)



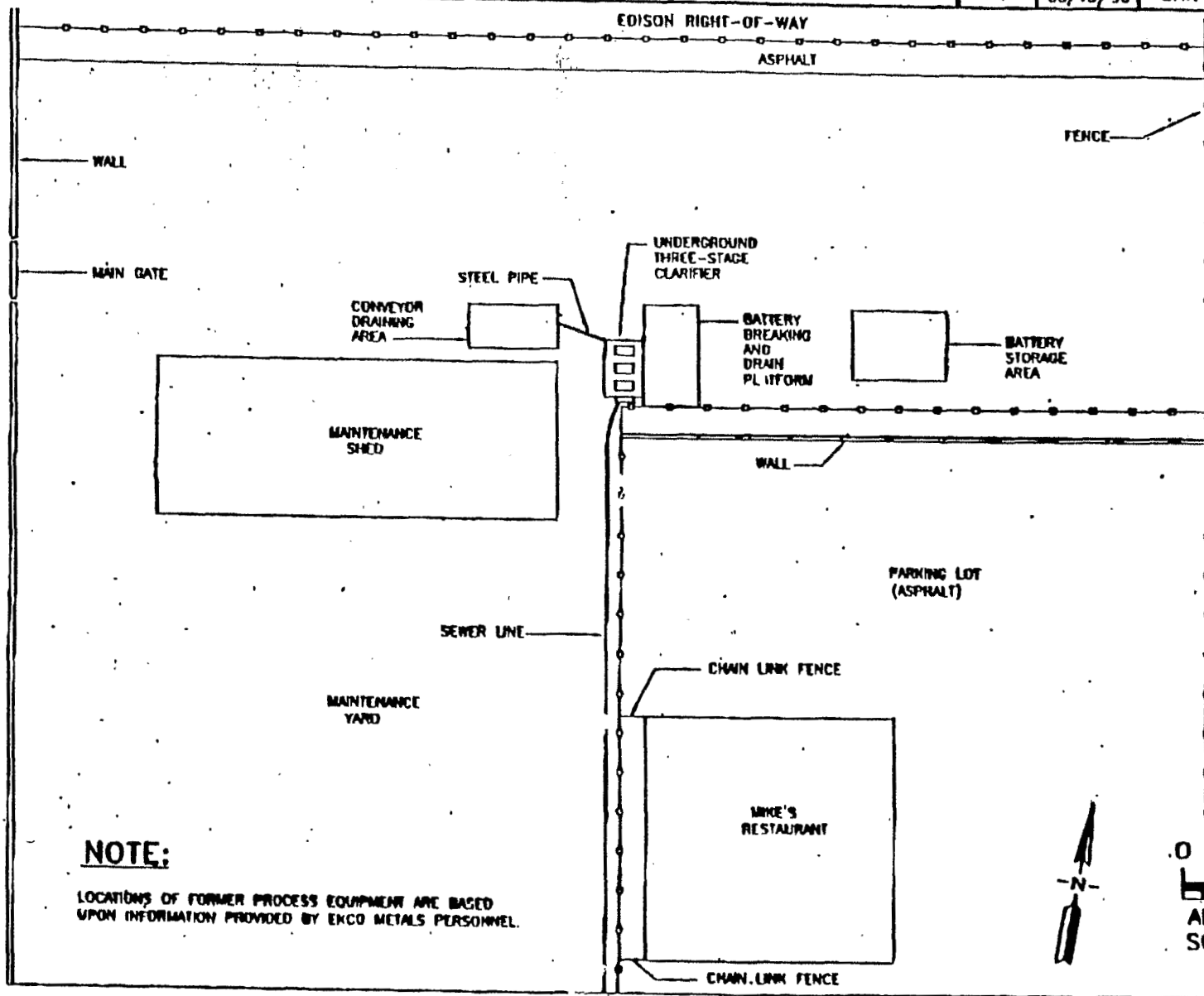
PARCEL MAP FOR EKCO METALS

EKCO METALS
LOS ANGELES CA

Project No.
S2735
Figure

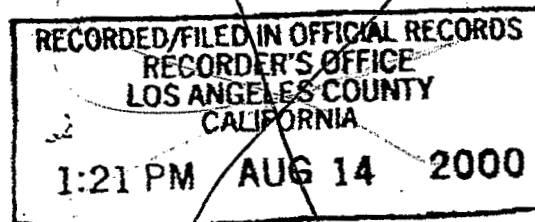
01-0969700

PERRINO PLACE



01-0969700

01-0969700



SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

FEE \$10	W
DAF \$2	
C-20	2

D.T.T.

CODE

20

CODE

19

CODE

9

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

00-1270396

01-0869700

Recorded at the request of and mail to:

ELY KEENBERG

(Name) EKCO METALS

(Address) 1700 PERRINO PLACE
LOS ANGELES CA 90023

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT
TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that we are the owners of real property located in the City of Los Angeles, State of California that is legally described (as follows) (on the attached exhibit(s)):

LOT A AND LOT B OF
PM 1889 PM BOOK 30 P 51

as recorded in Book PM 30 Page 51 Records of Los Angeles County.

This property is located at and is known by the following ADDRESS:

2777 E. WASHINGTON BLVD

We hereby agree and covenant with the City of Los Angeles that the above legally described real property shall be held as one parcel and no portions shall be sold separately.

This covenant and agreement is executed for the purpose of creating a single building site (and)

as regulated

by Section 12.03 (and) of the Los Angeles Municipal Code.

This covenant and agreement shall run with all of the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until released by the authority of the Superintendent of Building of the City of Los Angeles upon substantial of request, applicable fees and evidence that this Covenant and agreement is no longer required by law.

FOR CARTOGRAPHER'S USE ONLY

Owner's Name: KEENBERG, ELY (TR) THE ELY KEENBERG

REVOCABLE TRUST DTD

(Please type or print)

Signature of owner

X *Ely Keenberg, Trustee* (Sign)

Two Officer Signatures

Required for Corporations

(Sign)

Name of Corporation

Dated this 9 day of AUGUST 2000

SIGNATURES MUST BE NOTARIZED

(STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)

On 8-4-2000 before me, CORRINE M. YATER, personally appeared

Ely Keenberg, Trustee, personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CORRINE M. YATER
Commission # 1143925
Notary Public - California
Los Angeles County
My Comm. Expires Jun 27, 2001

WITNESS my hand and official seal

Signature

Corrine M. Yater

FOR DEPARTMENT USE ONLY:

District Map Branch Of

AFFIDAVIT NUMBER

Entered on Map by DATE

AUG-15-2000

09:02

RECEIVED BY Dept. of Building & Safety prior to recording

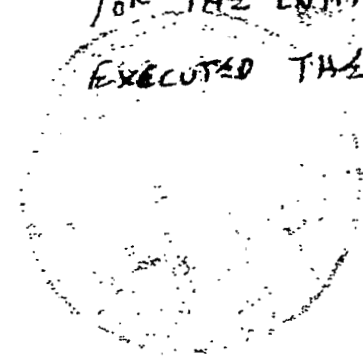
3104469650

99%

P.04

THIS COVENANT AND AGREEMENT SHALL RUN WITH ALL OF THE ABOVE DESCRIBED LAND AND SHALL BE BINDING UPON OURSELVES, AND FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNEES AND SHALL CONTINUE IN EFFECT UNTIL RELEASED BY THE AUTHORITY OF THE SUPERINTENDENT OF BUILDING OF THE CITY OF LOS ANGELES UPON SUBMITTAL OF REQUEST, APPLICABLE FEES AND EVIDENCE THAT THIS COVENANT AND AGREEMENT IS NO LONGER REQUIRED BY LAW

FOR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED.
EXECUTED THE INSTRUMENT



01-0969700

I certify(or declare) under penalty of perjury that the foregoing is true and correct.

8/14/2000
DATE

Jeff. Klemmer
SIGNATURE

NORWALK CA.
PLACE OF EXECUTION

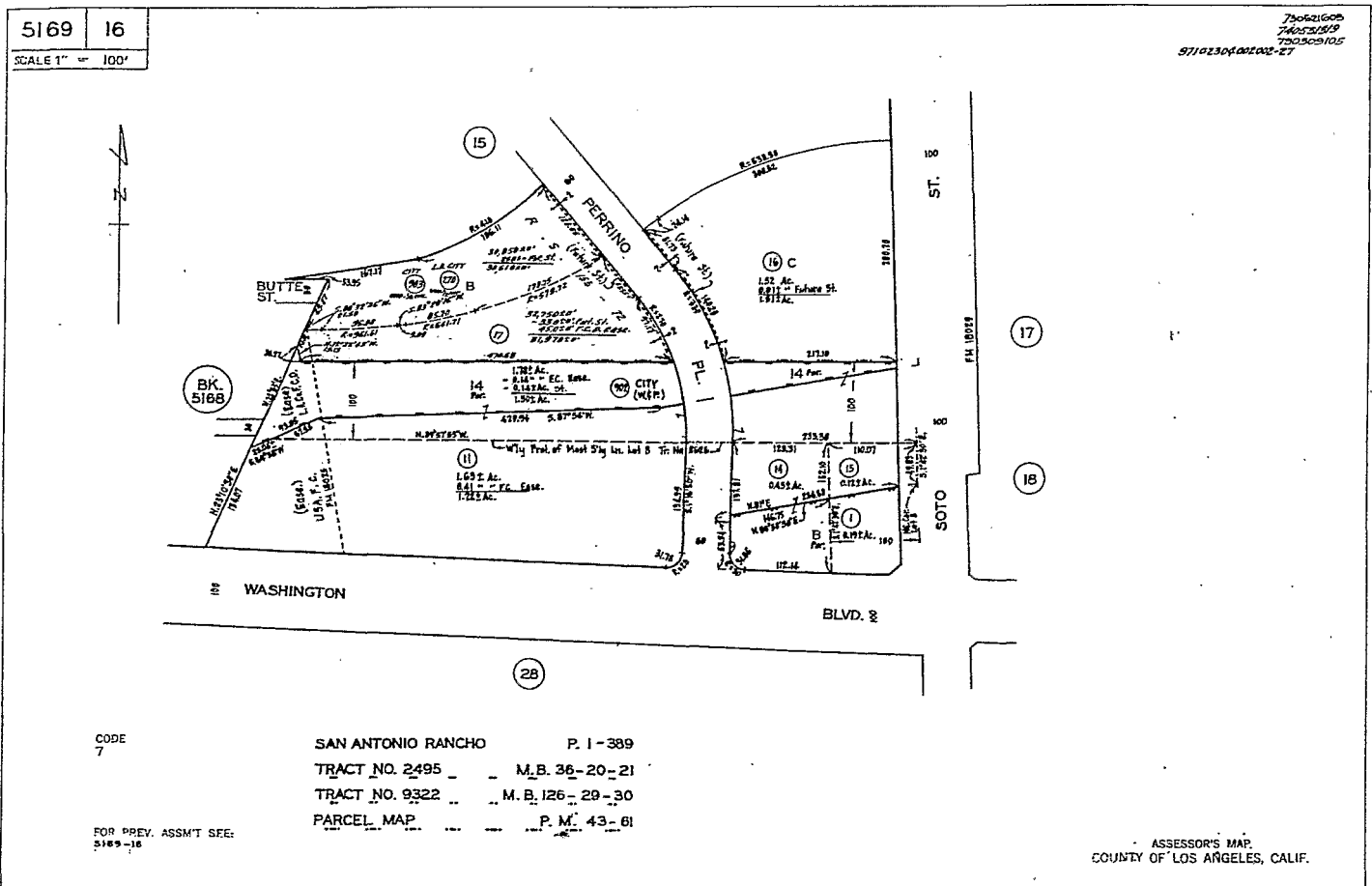
MetroScan / L.A. Region A (CA)

26

Owner	: Keenberg Ely Tr Ely Keenberg Trust	Parcel	: 5169 016 016
CoOwner	:	Land	: \$170,692
Site	: 1700 Perrino Pl Los Angeles 90023	Struct	: \$164,835
Mail	: 1700 Perrino Pl Los Angeles Ca 90023	Other	:
Xfered	: 01/12/96	Total	: \$335,527
Price	:	% Imprvd	: 49
Lender	: Community Bank	% Owned	: 100
Loan Amt	: \$1,000,000	Exempt	:
VestType	:	Type	: Other
Use	: 3300 Ind, Warehousing, Distribution	TaxArea	: 00007
Zoning	: M3-2La	98-99 Tx	: \$5,663.70
Sub/Plat	: Parcel Map As Per Bk 43 Pg 61	OwnerPh	: 323-264-1615
Legal	: PARCEL MAP AS PER BK 43 PG 61 OF P	TenantPh	:
Census	: Tract: 2045.00 Block: 1	MapGrid	: 674 J1

Bedrooms	:	Bldg Sq Ft	: 3,600	Lot Acres	:
Bathrooms	:	Bldg Class	:	Lot Sq Ft	:
Living Rm	:	Bldg Cond	:	Air Method	:
Fireplace	:	Bldg Grade	: Good	HeatMethod	:
Patio	:	Bldg Style	:	Roof Matl	:
Pool	:	Qlty Class	: S	Hill Slope	:
Stories	:	Garage Sp	:	View	:
Units	:	GarageType	:	Year Built	: 1973

01-0969700



MetroScan / L.A. Region A (CA)

27

Owner	: Keenberg Ely Tr Ely Keenberg Trust	Parcel	: 5169 016 014
CoOwner	:	Land	: \$43,912
Site	: 2777 E Washington Blvd Los Angeles 90023	Struct	: \$20,190
Mail	: 1700 Perrino Pl Los Angeles Ca 90023	Other	:
Xfered	: 01/12/96	Total	: \$64,102
Price	:	% Imprvd	: 31
Lender	:	% Owned	:
Loan Amt	:	Exempt	:
VestType	:	Type	: Other
Use	: 3100 Ind,Light Mfg,Printing	TaxArea	: 00007
Zoning	: M3La	98-99 Tx	: \$1,406.54
Sub/Plat	:	OwnerPh	: 323-264-1615
Legal	: LOT COM N 1ø42'30" W 49.83 FT AND N	TenantPh	:
Census	: Tract: 2045.00 Block: 1	MapGrid	: 674 J1

Bedrooms	:	Bldg Sq Ft	: 2,400	Lot Acres	:
Bathrooms	:	Bldg Class	:	Lot Sq Ft	:
Living Rm	:	Bldg Cond	:	Air Method	:
Fireplace	:	Bldg Grade	:	HeatMethod	:
Patio	:	Bldg Style	:	Roof Matl	:
Pool	:	Qty Class	: S	Hill Slope	:
Stories	:	Garage Sp	:	View	:
Units	:	GarageType	:	Year Built	: 1945

01-0969700

